

A G Contract No.: KR04-1092TRN
ADOT ECS File No.: JPA 04-064
Project: Maintenance of Traffic Signal
Section: Mountain Avenue & 2nd Street
TRACS No.: N/A
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE UNIVERSITY OF ARIZONA

THIS AGREEMENT is entered into 8th September, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the ARIZONA BOARD OF REGENTS, ARIZONA, acting for and on behalf of THE UNIVERSITY OF ARIZONA, (the "University").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The University is empowered by Arizona Revised Statutes § 15-1626 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the University.
3. It is the mutual desire of the University and the State to coordinate their efforts for the inspection, testing and maintenance and emergency response for the traffic signal located at Mountain Avenue and 2nd street in Tucson, Arizona on the campus of the University.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27047
Filed with the Secretary of State
Date Filed: 09/08/04
Jenice K. Brewer
Secretary of State
By: Dwight D. Macnewald

II. SCOPE OF WORK

1. The State will:

a. Provide routine maintenance and emergency response services for the traffic signal in accordance with standard procedures adopted by the State.

b. Provide all material and equipment necessary to perform inspection, testing, routine maintenance and emergency response for traffic signal.

c. Provide both regular and after-hours contact numbers for emergency services.

2. The University will:

a. Keep spare parts inventory per the State's recommended list as necessary to replace equipment on the traffic signal as determined by failure, manufacturer's recommendations and routine maintenance. In addition, also keep a spare controller as part of its inventory.

b. For emergency service:

i) Designate the University's Department of Facilities Management to be the point of contact for requests for emergency service on the traffic signal.

ii) The University's Department of Facilities Management will contact University of Arizona Police Department (UAPD) to provide traffic control services and The University's Department of Facilities Management will deploy any necessary temporary traffic control equipment until emergency service restores the traffic signal to normal operation.

c. For electrical support:

i) Designate the University of Arizona Department of Facilities Management (UAFM) to provide electrical support as necessary for regularly scheduled inspection, testing and maintenance and emergency service.

ii) Request UAFM to provide to the State both business and after-hours contact numbers for electrical support.

d. Request UAFM to provide to the State with documentation on the installed traffic signal, including but not limited to: warrant study, manufactures O&M manuals, equipment cut sheets, construction plans and keys to the traffic signal controller equipment.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until December 31, 2008. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event this Agreement is terminated by the University, the State shall in no way be obligated to maintain said project.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this contract.

6. Non-Availability of Funds. Every payment obligation of the State and the University under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State and/or the University at the end of the period for which the funds are available. No liability shall accrue to the State and/or the University in the event this provision is exercised, and the State and/or the University shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518 and 12-133 and rules promulgated thereunder.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
ATTN: Regional Traffic Operations Manager
1444 W. Grant Road
Tucson, Arizona 85745

The University of Arizona
ATTN: Contracting Office
University Services Annex,
Bldg. 300A, 6th Floor
Tucson, Arizona 85721

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

Arizona Board of Regents on behalf of
UNIVERSITY OF ARIZONA

STATE OF ARIZONA
Department of Transportation


By: *Ernette C. Leslie*
ERNETTE C. LESLIE
Contracts Administrator

By: *Douglas A. Forstie*
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

Arizona Board of Regents on behalf of
APPROVAL ATTORNEY FORM FOR THE UNIVERSITY OF ARIZONA

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the **Arizona Board of Regents on behalf of** UNIVERSITY OF ARIZONA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the **Arizona Board of Regents on behalf of** UNIVERSITY OF ARIZONA under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____ 2004



Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

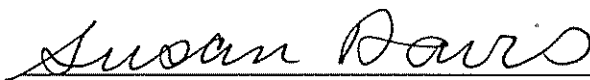
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-1092TRN (**JPA 04-064**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 31, 2004.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/mjf
Attachment
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